

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

EVA MITCHELL,

Plaintiff,

v.

BAYLOR UNIVERSITY.

Defendant.

Case No. 22-CV-00195-ADA

DECLARATION OF KENNETH BOYD

STATE OF TEXAS §

COUNTY OF MCLENNAN §

My name is Kenneth Boyd. I am over the age of 21 years and am, in all things, qualified to make this declaration. I am the Senior Associate Athletic Director for Student-Athlete Health and Wellness, and I am an authorized representative of Baylor University.

I am the Custodian of Records of Baylor University with respect to student-athlete health and wellness issues, and I am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached herein are 8 pages of records kept by Baylor University concerning Eva Mitchell. These records are the original records or exact duplicates of the original records. The records were made at or near the time of the act, event, condition, or opinion recorded. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make and keep the records.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and within my personal knowledge.

Further, affiant sayeth naught.



Kenneth Boyd

AFFIANT



**Baylor Athletics Healthcare
2019-2020 ASSUMPTION OF RISKS, RELEASE AND WAIVER OF LIABILITY,
AND INDEMNITY AND HOLD HARMLESS AGREEMENT ("Agreement")**

BY ITS NATURE, I UNDERSTAND THAT PARTICIPATION IN INTERCOLLEGIATE ATHLETICS INVOLVES A RISK OF INJURY WHICH MAY RANGE IN SEVERITY FROM MINOR TO CATASTROPHIC, INCLUDING, BUT NOT LIMITED TO, PERMANENT PARALYSIS, BONE OR JOINT INJURY, CONCUSSION, BRAIN INJURY, OTHER CHRONIC DISABLING CONDITIONS, AND EVEN DEATH. I also understand that, in addition to the risks of injury and illness, which may include paralysis or death, participation in athletics may cause aggravation of pre-existing injuries and may result in the serious impairment of my future ability to earn a living and/or my quality of life.

Although serious injuries are not common in supervised intercollegiate athletic activities, it is possible only to minimize, not eliminate the risk. I also understand that the existence of rules of play, safety guidelines, equipment standards, and training do not guarantee that I will not be injured. I understand that participants can and have the responsibility to help reduce the chance of injury. I understand that I have a responsibility to wear the required equipment and clothing, obey the rules of my sport, utilize proper techniques, follow my coaches' and healthcare staff's instructions (to include, but not limited to, complying with all reporting requirements), inspect all equipment before each use, and avoid activities for which I have not been trained, or for which I do not feel qualified to perform.

Furthermore, if I am currently taking dietary supplements, performance-enhancing drugs, prescription medications, or over-the-counter medications, I understand the possible risks associated with their ingestion, which include, but are not limited to, elevated heart rate, increased or decreased blood pressure, heat stroke, and death.

I understand that Baylor University cannot be held responsible for any injuries or conditions which may be caused by the actions of other athletes or teams.

Fully understanding all of this, I am voluntarily choosing to participate in Intercollegiate Athletics at Baylor University. In consideration for being permitted to participate in Baylor University Intercollegiate Athletics, I, for myself, and my respective heirs, personal representatives, and assigns, agree as follows:

Assumption of Risks:

I hereby acknowledge and agree that I understand the nature of Intercollegiate Athletics and associated risks and dangers; that I am qualified, in good health, and in proper physical condition to participate therein, and know of no reason I cannot or should not so participate; and that, except as expressly set forth herein, I knowingly and voluntarily, accept, and assume responsibility for each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, my participation in Baylor University Intercollegiate Athletics.

Release and Waiver of Liability:

I hereby release, waive, discharge, and covenant not to sue, and agree to hold harmless for any and all purposes, Baylor University, and its Regents, officers, employees, and agents ("Releasees") from any and all liabilities, claims, demands, or injuries, including death, and / or property loss that may be sustained by me while participating in athletics, however that injury or loss was caused, except for those caused by the willful misconduct, gross negligence, or intentional torts of the above Releasees, as applicable. I and my respective heirs, personal representatives, and assigns, promise not to sue or proceed in any manner, in agency or other proceedings, whether at law, in equity, by way of administrative hearing, or otherwise, to solicit others to institute any such actions or proceeding, or consent to be a complainant in any action or proceeding, against any Releasee arising out of my participation in Baylor University Intercollegiate Athletics. I agree that I will not be a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding arising out of my participation in Baylor University Intercollegiate Athletics.

(continued)

Indemnification and Hold Harmless:

I hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all liability for all claims, actions, suits, procedures, damages, demands, losses, and costs, including, but not limited to, attorneys' fees, arising from, or in any way related to, any personal injury, even injury resulting in death, property damage, and/or other loss suffered by me in connection with my participation in Baylor University Intercollegiate Athletics, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above Releasees, as applicable. THE INDEMNITY CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASEES. Furthermore, and subject to this section, I hereby waive any and all right of recovery, claims, actions or cause of action against the Releasees for any loss or damage which is insured against (or which is required hereunder to be insured against), regardless of cause or origin and covenants that no insures shall hold any right of subrogation against the Releasees. If my respective insurer does not permit such a waiver without an appropriate endorsement to my insurance policies, then I covenant and agree to notify my insurer of the waiver set forth herein and to secure from such insurer and appropriate endorsement to its respective insurance policy with respect to such waiver.

Jurisdiction and Venue. It is my express intent that this Agreement and all associated claims and / or causes of action shall be governed by the laws of the State of Texas with venue in McLellan County, Texas.

Severability. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Entire Agreement. I understand that the provisions of this Agreement constitute the entire Agreement. This Agreement supersedes any prior or contemporaneous oral or written understandings, agreements, contracts, obligations or representations by Baylor University. No amendment to, or revocation of, this Agreement shall be effective unless reduced to writing, signed by me, and delivered to Baylor Athletics Healthcare.

Acknowledgment of Understanding. I have read this Agreement in its entirety and have had the opportunity to ask questions about the same. I fully understand this Assumption of Risks, Release and Waiver of Liability and Indemnity and Hold Harmless Agreement, that I am giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital.

I HAVE READ, UNDERSTAND COMPLETELY, AND AGREE VOLUNTARILY TO THE ABOVE STATEMENTS.

Eric McFarrell

Student-Athlete Signature

7/16 - 5-19

Date

Parent/Guardian Signature

Date

Baylor Athletics, HealthCare

2010-2019 ASSUMPTION OF RISKS, RELEASE AND WAIVER OF LIABILITY,

AND INDEMNITY AND HOLD HARMLESS AGREEMENT ("Agreement")

BY ITS SIGNATURE, I UNDERSTAND THAT PARTICIPATION IN INTERCOLLEGIATE ATHLETICS INVOLVES A RISK OF INJURY WHICH MAY RANGE IN SEVERITY FROM MINOR TO SEVERE, INCLUDING, BUT NOT LIMITED TO, PARALYSIS, DEATH, OR JOINT INJURY, CONCUSSION, BRAIN INJURY, OTHER CHRONIC DISABILITIES, CONDITIONS, AND EVEN DEATH. I also understand that in addition to the risk of injury and illness, which may include death, participation in athletics may cause aggravation of pre-existing injuries and may result in the serious impairment of my future ability to compete and/or my quality of life.

Although certain injuries are not common in supervised intercollegiate athletic activities, it is possible only to minimize, not eliminate the risk. I also understand that the risks of loss of play, safety guidelines, equipment standards, and training must supersede the risk of being injured. I understand that participants can and have the responsibility to help reduce the chance of injury. I understand that I have a responsibility to wear the required equipment and clothing, obey the rules of my sport, utilize proper techniques, follow my coaches' and head coach's instructions (including, but not limited to, warming up with all required components), inspect all equipment before each use, and avoid activities for which I have not been trained, or for which I do not feel qualified to perform.

Furthermore, if I am taking dietary supplements, performance-enhancing drugs, prescription medications, or over-the-counter medications, I understand the possible risks associated with their ingestion, which include, but are not limited to, elevated heart rate, increased or decreased blood pressure, heart stroke, and death.

I understand that Baylor University cannot be held responsible for any injuries or conditions which may be caused by the actions of other members of teams.

Fully understanding all of this, I am voluntarily choosing to participate in intercollegiate Athletics at Baylor University. In consideration for being permitted to participate in Baylor University intercollegiate Athletics, for myself and my respective heirs, personal representatives, and assigns, I agree to the following:

Assumption of Risks

I hereby acknowledge and agree that I understand the nature of intercollegiate Athletics and associated risks and dangers, and I am qualified, in good health, and in proper physical condition to participate herein, and know of no reason I cannot or should not participate, other than as expressly set forth herein. I knowingly and voluntarily accept, and assume responsibility for each of these risks and dangers, and of other risks and dangers that could arise out of, or occur during, my participation in Baylor University intercollegiate Athletics.

Release and Waiver of Liability.

I hereby release, waive, discharge, and covenant not to sue, and agree to hold harmless for any and all purposes, Baylor University, and its Regents, officers, employees, and agents ("Releasees") from any and all liability, losses, damages, or injuries, including death, and/or property loss, that may be suffered by me while participating in Athletics, however that injury or loss was caused, except for those caused by the willful misconduct, gross negligence, or intentional torts of the above Releasees, as applicable, and my respective heirs, personal representatives, and assigns, provided that I sue or proceed in my name, as an agent or other proceeding, whether at law, in equity, by way of administrative hearing, or otherwise, to obtain relief to include any claim, action, or proceeding, or consent to be a complainant in any action or proceeding, against any Releasee arising out of my participation in Baylor University intercollegiate Athletics. I agree that I will not be a plaintiff or class member in any purported class, derivative, representative, multiple plaintiff, or similar proceeding arising out of my participation in Baylor University intercollegiate Athletics.

[initials]

Indemnification and Hold Harmless

I hereby agree to INDEMNIFY, DEFEND AND HOLD THE RELEASEES HARMLESS from any and all liability for all claims, actions, suits, judgments, demands, losses, and costs, including, but not limited to, attorney's fees, arising from, or in any way related to, any personal injury, over injury resulting in death, property damage, and/or other loss suffered by me in connection with my participation in Baylor University intercollegiate Athletics, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above Releasees, as applicable. I, THE HULL LIABILITY CO., APPLIED IN THIS PARAGRAPH, WILL ADOPTLY DEFEND ANY INJURY OR CAUSE IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASEES. Furthermore, and subject to this section, I hereby waive any and all right of action and/or actions or causes of action against the Releasees for any claim or damage which is related to my participation in Baylor University intercollegiate Athletics.

order to be issued against), regardless of cause or origin and covenants that, no insurer shall hold any right of subrogation against the Releases; if my respective insurer does not permit such a waiver without an appropriate endorsement to my insurance policies, then I covenant and agree to notify my insurer of the waiver set forth herein and to secure from such insurer an appropriate endorsement, so my respective insurance policy will not relate to such waiver.

Jurisdiction and Venue: It is my express intent that this Agreement and all associated claims and/or causes of action shall be governed by the laws of the State of Texas with venue in McLennan County, Texas.

Notwithstanding, I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, I agree that the following shall notwithstanding, continue in full legal force and effect:

Entire Agreement: I understand that the provisions of this Agreement constitute the entire Agreement. This Agreement supersedes any prior or contemporaneous oral or written understandings, agreements, contracts, obligations or representations by Baylor University. No amendment to any provision of this Agreement shall be effective unless reduced to writing, signed by me, and delivered to Baylor Athletics, I acknowledge.

Acknowledgment of Understanding: I have read this Agreement in its entirety and have had the opportunity to ask questions about the same. I fully understand this Assumption of Risks, Release and Waiver of Liability and Indemnity and Hold Harmless Agreement, that I am giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital.

HAVE READ, UNDERSTAND, COMPLETELY, AND AGREE WITHINPART, V TO THE ABOVE STATEMENT:

 Eva Wilson 01/03/2016

 Electronic Signature 01/03

 Parent/Guardian Signature Date

By entering my Baylor ID in the box, I indicate my understanding of the information shown and provided on this form, and it is my intent to be signing the record. I certify that my answers are complete and correct and that any fraudulent information may make me ineligible for intercollegiate athletic competition and/or athletically related financial aid at Baylor University. I understand that Baylor University may share this information with the NCAA and that a photocopy of this authorization shall be as valid as an original.

State Law Requirement

State law requires that you be informed of the following: (1) your consent is limited to this one transaction; (2) you are entitled to a paper copy of the documents you have signed; and (3) you are entitled to withdraw your consent to future electronic signatures.

Baylor ID: 032001171

Step 1 - Athlete Compliance, Sports, Medicine and Sy

Baylor Athletics HealthCare

2019-2020 ASSUMPTION OF RISKS, RELEASE AND WAIVER OF LIABILITY,
AND INDEMNITY AND HOLD HARMLESS AGREEMENT ("Agreement")

BY ITS NATURE, UNDERSTAND THAT PARTICIPATION IN INTERCOLLEGIATE ATHLETICS INVOLVES A RISK OF INJURY WHICH MAY RANGE IN SEVERITY FROM MINOR TO SEVERE, INCLUDING BUT NOT LIMITED TO PAIN IN PAIN, TORN OR JUNCTURE, INJURY, INCONVENIENCE, INJURY, PAIN, INJURY, OTHER CHRONIC DISABLING CONDITIONS, AND EVEN DEATH. I also understand that, in addition to the risks of injury and illness, which may include paralysis or death, participation in athletics may cause aggravation of pre-existing injuries and may result in the serious impairment of my future ability to earn a living and/or my quality of life.

Although serious injuries are not common in supervised intercollegiate athletic activities, it is possible only to minimize, not eliminate the risk. I also understand that the existence of rules of play, safety guidelines, equipment standards, and training do not guarantee that I will not be injured. I understand that participants can and will use the opportunity to practice for the chance of injury. I understand that I have a responsibility to wear the required equipment and clothing, obey the rules of my sport, utilize proper techniques, follow my coaches' and headcoaches' safe instructions (to include, but not limited to, complying with all reporting requirements), inspect all equipment before each use, and avoid activities with which I have not been trained, or for which I am not qualified to perform.

Furthermore, if I am currently using dietary supplements, performance-enhancing drugs, prescription medications, or over-the-counter medications, I understand the possible risks associated with their ingestion, which include, but are not limited to, elevated heart rate, increased or decreased blood pressure, heart stroke, and death.

I understand that Baylor University cannot be held responsible for any injuries or conditions which may be caused by the actions of other students or agents.

Poly understanding of this, I am voluntarily choosing to participate in intercollegiate Athletics at Baylor University, in consideration for being permitted to participate in Baylor University intercollegiate Athletics, for myself and my respective heirs, personal representatives, and assigns, agree as follows:

Assumption of Risks:

I hereby acknowledge and agree that I understand the nature of Intercollegiate Athletics and associated risks and dangers; that I am qualified, in good health, and in proper physical condition to participate in such; that I am in agreement to participate in such, except as expressly set forth herein; I knowingly and voluntarily accept, and assume responsibility for, each of those risks and dangers, and of other risks and dangers that could crop out of, or occur during, my participation in Baylor University intercollegiate Athletics.

Release and Waiver of Liability:

I hereby release, waive, discharge, and covenant not to sue, and agree to hold harmless for any and all purposes, Baylor University and its Regents, officers, employees, and agents ("Releasees") from any and all liabilities, claims, demands, or injuries, including death, and/or property loss, that may be sustained by me while participating in Athletics, however that injury or loss was caused, except for those caused by the willful misconduct, gross negligence, or intentional acts of the above Releasees, as applicable, and my respective heirs, personal representatives, and assigns, promise not to sue or proceed in any manner, in equity or at law, in equity, by way of administrative hearing, or otherwise, to enjoin others to institute any such actions or proceedings, or consent to be a complainant in any action or proceeding, against any Releasee arising out of my participation in Baylor University Intercollegiate Athletics. I agree that I will not be a plaintiff or class member in any purported class action, derivative, representative, multiple plaintiff or similar proceeding arising out of my participation in Baylor University Intercollegiate Athletics.

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Interim Release and Hold Harmless

I hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all liability for all claims, actions, suits, procedures, demands, costs, and fees, including but not limited to, attorney's fees, among them, in any way related to, any personal injury, over injury resulting in death, property damage and/or other loss suffered by me in connection with my participation in Baylor University Intercollegiate Athletics, except for those arising out of the willful misconduct, gross negligence or intentional acts of the above Releasees, as applicable. I, THE PARTY COSIGNER IN PARAGRAPH ONE, AM BOUND BY THE TERMS OF THIS HOLD HARMLESS AGREEMENT AS IF I HAD BEEN SIGNER BY THE NONSIGNER WHO IS SIGNER TO THIS AGREEMENT. THE SIGNER IS THE SIGNER FOR THE SIGNER.

Waiver and Release: I understand that the University is not responsible for any damage to my vehicle, and I agree to waive any and all right of recovery, civil or criminal, actions or causes of action against the University for any loss or damage which is incurred against my vehicle, or against a required item (endorse to be insured against), regardless of cause or origin and covenant that no insurer shall hold any right of subrogation against the Relators. If my respective insurer declines to pay such losses which are covered under my insurance policies, then I remain and agree to fully my insurance coverage and liability and to decline from such insurer and appropriate endorsement to its respective insurance policy with respect to such waiver.

Jurisdiction and Venue: It is my express intent that this Agreement and all associated claims and / or causes of action shall be governed by the laws of the State of Texas with venue in McLennan County, Texas.

Governorly: I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is my intent that the balance shall, notwithstanding, in full legal force and effect.

Entire Agreement: I understand that the provisions of this Agreement constitute the entire Agreement. This Agreement supersedes any prior or contemporaneous oral or written discussions, agreements, understandings, obligations or representations by Baylor University. This amendment to or restatement of, this Agreement shall be effective unless reduced to writing, signed by me, and delivered to Baylor Attorneys, Inc./here.

Acknowledgment and Understanding: I know this Agreement is valid only and have read the opportunity to ask questions about this issue. I fully understand this Assumption of Risks, Release and Waiver of Liability and Indemnity and Hold Harmless Agreement, that I am giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital.

HAVE READ, UNDERSTAND COMPLETELY, AND AGREE VOLUNTARILY TO THE ABOVE STATEMENT.

* Eva Mitchell

Baylor-Athlete Signature

Date

Parent/Guardian Signature

Date

By entering my Baylor ID in the box, I indicate my understanding of the information shown and provided on this form, and it is my intent to be signing the record. I certify that my answers are complete and correct and that any fraudulent information may make me ineligible for intercollegiate athletic competition and/or athletically related financial aid at Baylor University. I understand that Baylor University may share this information with the NCAA and that a photocopy of this authorization shall be as valid as an original.

State Law Requirement

State law requires that you be informed of the following: (1) your consent is limited to this one transaction; (2) you are entitled to a paper copy of the documents you have signed; and (3) you are entitled to withdraw your consent to future electronic signatures.

Baylor ID:

812554471

Step 1 - Athlete Compliance, Sports, Medicine and Sy

Boyle Athletics, Healthcare

2020-2021 ASSUMPTION OF RISKS, RELEASE AND WAIVER OF LIABILITY,

AND INDEMNITY AND HOLD HARMLESS AGREEMENT ("Agreement")

BY ITS NATURE, UNDERSTAND THAT PARTICIPATION IN INTERCOLLEGIATE ATHLETICS INVOLVES A RISK OF INJURY WHICH MAY RANGE IN SEVERITY FROM MINOR TO SEVERE, INCLUDING BUT NOT LIMITED TO PAIN IN PAIN, TORN OR JUNCTURE, INJURY, INCONVENIENCE, INJURY, PAIN, OTHER CHRONIC DISABLING CONDITIONS, AND EVEN DEATH. I also understand that, in addition to the risks of injury and illness, which may include paralysis or death, participation in athletics may cause aggravation of pre-existing injuries and may result in the serious impairment of my future ability to earn a living and/or my quality of life.

Although serious injuries are not common in supervised intercollegiate athlete activities, it is possible only to minimize, not eliminate the risk. I also understand that the existence of rules of play, safety guidelines, equipment standards, and training do not guarantee that I will not be injured. I understand that participants can and will use the opportunity to practice for the chance of injury. I understand that I have a responsibility to wear the required equipment and clothing, obey the rules of my sport, utilize proper techniques, follow my coaches' and healthcare staff's instructions (to include, but not limited to, complying with all reporting requirements), inspect all equipment before each use, and avoid activities with which I have not been trained, or for which I am not qualified to perform.

Furthermore, if I am currently using dietary supplements, performance-enhancing drugs, prescription medications, or over-the-counter medications, I understand the possible risks associated with their ingestion, which include, but are not limited to, elevated heart rate, increased or decreased blood pressure, heart stroke, and death.

I understand that Boyle University cannot be held responsible for any injuries or conditions which may be caused by the actions of other students or agents.

By understanding all of this, I am voluntarily choosing to participate in intercollegiate Athletics at Boyle University, in consideration for being permitted to participate in Boyle University Intercollegiate Athletics, for myself and my respective heirs, personal representatives, and assigns, agree as follows:

Assumption of Risks

I hereby acknowledge and agree that I understand the nature of Intercollegiate Athletics and associated risks and dangers, that I am qualified, in good health, and in proper physical condition to participate in Boyle University Intercollegiate Athletics, and that I accept, except as expressly set forth herein, knowingly and voluntarily, accept, and assume responsibility for each of those risks and dangers, and of other risks and dangers that could arise out of, or occur during, my participation in Boyle University Intercollegiate Athletics.

Release and Waiver of Liability

I hereby release, waive, discharge, and covenant not to sue, and agree to hold harmless for any and all purposes, Boyle University and its Regents, officers, employees, and agents ("Releasees") from any and all liabilities, claims, demands, or injuries, including death, and/or property loss, that may be sustained by me while participating in Athletics, however that injury or loss was caused, except for those caused by the willful misconduct, gross negligence, or intentional acts of the above Releasees, as applicable, and my respective heirs, personal representatives, and assigns, promise not to sue or proceed in any manner, in equity or at law, in equity, by way of administrative hearing, or otherwise, to enjoin others to institute any such actions or proceedings, or consent to be a complainant in any action or proceeding, against any Releasee arising out of my participation in Boyle University Intercollegiate Athletics. I agree that I will not be a plaintiff or class member in any purported class action, derivative, representative, multiple plaintiff or similar proceeding arising out of my participation in Boyle University Intercollegiate Athletics.

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Intercollegiate and Recreational

I hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all liability for all claims, actions, suits, procedures, demands, costs, and fees, including but not limited to, attorney's fees, among them, in any way related to, any personal injury, over injury resulting in death, property damage, and/or other loss suffered by me in connection with my participation in Boyle University Intercollegiate Athletics, except for those arising out of the willful misconduct, gross negligence or intentional acts of the above Releasees, as applicable. I, THE PARTIES, AGREE THAT THE PARAGRAPH WITH APPENDIX 0008 IS PART OF THE AGREEMENT AND IS NOT TO BE SEPARATED FROM THE AGREEMENT. Furthermore, I, THE PARTIES, AGREE THAT APPENDIX 0008

Waiver and Release: I understand that the Releasees are not liable for any damages, losses, expenses, costs, or attorney's fees, which I may incur, and that I shall not have any and all right of recovery, civil or criminal, actions or causes of action against the Releasees for any loss or damage which is incurred against or before a required item is endorsed to me (or my agent or attorney), regardless of cause or origin and covenants that no insurer shall hold any right of subrogation against the Releasees. If my respective insurer declines to pay such losses which are covered under my insurance policies, then I demand and agree that my insurer not exercise the cause of action before and to occur from such insurer and appropriate endorsement to its respective insurance policy with respect to such losses.

Jurisdiction and Venue: It is my express intent that this Agreement and all associated claims and / or causes of action shall be governed by the laws of the State of Texas with venue in McLennan County, Texas.

Governorly: I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is my intent that the balance shall, notwithstanding, in full legal force and effect.

Entire Agreement: I understand that the provisions of this Agreement constitute the entire Agreement. This Agreement supersedes any prior or contemporaneous oral or written discussions, agreements, documents, obligations or representations by Baylor University. This amendment to or restatement of, this Agreement shall be effective unless reduced to writing, signed by me, and delivered to Baylor Attorneys, Inc./baylor.

Accepted and Understood: I know now this Agreement is valid only and have read the opportunity to ask questions about this issue. I fully understand this Assumption of Risks, Release and Waiver of Liability and Indemnity and Hold Harmless Agreement, that I am giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital.

HAVE READ, UNDERSTAND COMPLETELY, AND AGREE VOLUNTARILY TO THE ABOVE STATEMENT.

* Eva Mitchell

Baylor-Athlete Signature

Date

Parent/Guardian Signature

Date

By entering my Baylor ID in the box, I indicate my understanding of the information shown and provided on this form, and it is my intent to be signing the record. I certify that my answers are complete and correct and that any fraudulent information may make me ineligible for intercollegiate athletic competition and/or athletically related financial aid at Baylor University. I understand that Baylor University may share this information with the NCAA and that a photocopy of this authorization shall be as valid as an original.

State Law Requirement

State law requires that you be informed of the following: (1) your consent is limited to this one transaction; (2) you are entitled to a paper copy of the documents you have signed; and (3) you are entitled to withdraw your consent to future electronic signatures.

Baylor ID:

812554471